COMMONWEALTH OF VIRGINIA

SUMMONS - CIVIL ACTION

Case No. CL10003275-00

YORK COUNTY CIRCUIT COURT

300 BALLARD STREET YORKTOWN, VIRGINIA 23690
ADDRESS

TO:

SERVE LINCOLN BENEFIT LIFE COMPANY
CT CORPORATION SYSTEM
SUITE 301
GLEN ALLEN, VA 23060

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia.

MAY 6, 2010
DATE

LYNN S. MENDIBUR Clerk

by Melaney Thomas
DEPUTY CLERK

EXHIBIT A

SERVED BY
HESTER SERVICES INC.
757-868-5833

FORM CC-1400 PDF (MASTER) 1/06
RULE 3:5, VA. CODE §§ 8.01-2

237869-1

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF YORK

DAWN L. RIVERS,

Plaintiff,

v. At Law No. 10-3275

LINCOLN BENEFIT LIFE COMPANY,

Defendant.

SERVE: CT Corporation System, Registered Agent for Lincoln Benefit Life Company
4701 Cox Road, Suite 301
Glenn Allen, VA 23060-6802

MOTION FOR JUDGMENT

The Plaintiff, Dawn L. Rivers, by counsel, moves for judgement against the Defendant, Lincoln Benefit Life Company, on the grounds and in the amount set fourth below:

1. The Defendant, Lincoln Benefit Life Company, is a corporation organized under the laws of the State of Illinois, having an office in and principal place of business at 544 Lakeview Parkway, Suite L1B, Vernon Hills, IL., 60061 and is licenses to do business in the State of Virginia wish said business including contracting Life Insurance Policies in the State of Virignia.

2. On the 26th, day of September, 2008, Plaintiff's husband, Brett M. Rivers, and the Defendant, Lincoln Benefit Life Company entered into a contract of insurance, designated the Insurance Policy Number, 01T1863500, effective the 22nd, day of September, 2008, under which the defendant insured the life of said Deceased Husband, Brett M. Rivers, in the amount of FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($500,000.00).

INIGAN & MESSIER, P.C.
305 MAIN STREET
VPORT NEWS, VA 23601
(757) 595-7777

3. The named beneficiary of if said policy of insurance designated by Plaintiffs, Deceased Husband, Brett M. Rivers, was Plaintiff, Dawn L. Rivers. A copy of said policy is attached to this Motion for Judgment as exhibit "A" hereof.

4. On the 31st day of August 2009, the Plaintiff's Spouse, Brett M. Rivers was killed by a gunshot wound to the head with such shot having been fired by a Police Officer.

5. On or about the 29th day of October, 2009 the Plaintiff, Dawn L. Rivers, duly filed her claim for payment of the proceeds of said Policy of Insurance, together with proof of Deceased Spouse's death, as required by Lincoln Benefit Life Company.

6. As of May 3, 2010 the Defendant, Lincoln Benefit Life Company has refused to remit to Plaintiff, Dawn L. Rivers any part of the proceeds of said Life Insurance Policy.

WHEREFORE, Plaintiff, Dawn L. Rivers, by counsel, demands judgment against the Defendant, Lincoln Benefit Life Company in the amount of FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($500,000.00) with interest at the legal rate from August 31st, 2009 or any day thereafter that the Court deems proper, until paid and the Plaintiff, Dawn L. River's recovers her costs and attorney's fees expended in this action.

Respectfully Submitted,
Dawn L. Rivers,

By: _____
Of Counsel

Stephen A. Dunnigan
Dunnigan & Messier, P.C.
305 Main Street
Newport News, Virginia 23601
757-595-7777
757-595-0731 (facsimile)

LINCOLN BENEFIT LIFE COMPANY

A Member of Allstate Financial Group

SEPTEMBER 26, 2008

BRETT M RIVERS
503 KERRI COVE COURT APT 206
MIDLOTHIAN VA 23113

Policy Number: 01T1863500
Coverage Date: 09/22/2008
Insured Name: BRETT M RIVERS

Dear BRETT M RIVERS:

Congratulations on choosing Lincoln Benefit Life. Your decision to purchase from Lincoln Benefit Life was the right one. Here's why:

- Experts agree the best way to select an insurance company is to consider one that's financially strong. Throughout our 60-year history, Lincoln Benefit Life has built a reputation for integrity and financial strength. We are highly rated by industry analysts who base their analyses on the company's financial strength and ability to meet its obligations.
- Lincoln Benefit Life also finds strength and integrity in the company we keep. We're proud to be a member of the Allstate Financial group of companies - leaders in the industry - providing insurance and financial services to millions of American families.
- Financial strength is one measure of a good company - ethics are another. Lincoln Benefit Life is a charter member of IMSA, the Insurance Marketplace Standards Association. As with other member companies, Lincoln Benefit Life has adopted policies and procedures that demonstrate a commitment to honesty, fairness, and integrity in all customer contacts involving the sales and service of life insurance and annuity products.
- The most important strength we have is our people. We have highly- trained agents and service representatives who are knowledgeable and responsive to your needs. We have been and always will be there for our customers when you need us most. Doing business with Lincoln Benefit Life is easy, too. Requests for changes can often be handled with just one phone call. You can call our home office and speak to a representative by using our toll-free number (800) 525-9287, Monday through Friday, 7:30 a.m. to 5:30 p.m., Central Standard Time.

Over the years, your needs are likely to change. You may want to fund a child's education, update your retirement plans, or create a lasting estate plan. When these or other significant events occur, give your agent a call to discuss your changing needs. At Lincoln Benefit Life, we are committed to providing the financial security you need now and in the future.

Sincerely,

Lawrence W. Dahl
President

Lincoln Benefit Life Company

Amendatory Endorsement

BENEFICIARY DESIGNATION MAY NOT APPLY IN THE EVENT OF ANNULMENT OR DIVORCE

Under Virginia law (Virginia Code Statute 20-111.1) a revocable beneficiary designation in a policy owned by one spouse that names the other spouse as beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decendent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree of annulment or divorce: (i) change the beneficiary designation to make it irrevocable; (ii) change the ownership of the policy or contract; (iii) execute a separate written agreement stating the intention of both parties beyond the date of entry of the decree of annulment or divorce; or (iv) make certain that the decree of annulment or divorce contains a provision stating that the beneficiary designation is not to be revoked pursuant to Statute 20-111.1.

Michael J. Velotta
Secretary

Lawrence W. Dahl
President

Lincoln Benefit Life Company

A Stock Company

Home Office: 2940 South 84th Street, Lincoln, Nebraska 68506-4142

Term Insurance to Age 95 Policy

Insured:	BRETT M RIVERS		
Payment Class:	STANDARD SELECT		
Issue Age:	35		
Sex:	MALE	Face Amount:	$500,000.00
Policy Number:	01T1863500	Issue Date:	09/22/2008

THIS IS A LEGAL CONTRACT--READ IT CAREFULLY

Lincoln Benefit Life Company promises to pay the death benefit on death of the insured upon receipt of due proof of death of the insured, subject to the terms and conditions of this policy. Premiums are payable until the expiry date or prior death. Premiums are level for the initial premium guarantee period and will increase annually thereafter based on your attained age. Premiums are fully guaranteed. This policy is convertible for a limited time as indicated in this policy. This policy does not pay dividends.

Please examine the application. We issued this policy based upon the answers in the application (copy included). If all answers are not complete and true, the policy may be affected.

Right To Cancel Your Policy

You may cancel this policy by returning it to Lincoln Benefit Life Company, or our agent, within 20 days after you receive it. Return of the policy by mail is effective on being postmarked, properly addressed and postage prepaid. We will return all premium payments made for this policy to you.

Michael J. Velotta
Secretary

Lawrence W. Dahl
President

Table of Contents

Rose
Routine investigation

Carry Sikes voice mail
1:45 9/28/09

Policy Data

Insured:	BRETT M RIVERS		
Payment Class:	STANDARD SELECT		
Issue Age:	35		
Sex:	MALE	Face Amount:	$500,000.00
Policy Number:	01T1863500	Issue Date:	09/22/2008

Benefit Description

Description	Face/Benefit Amount	Initial Annual Premium	Expiry Date
Term Life Insurance to Age 95 Initial Premium Guarantee Period: 20 years	$500,000.00	$505.00	09/22/2068
Total Initial Annual Premium		**$505.00**	

Conversion Date: 09/22/2028
Conversion Allowance: $505.00

Premiums may be paid other than annually. Modal premiums other than annual are calculated by multiplying the annual premium by the modal factors below.

Modal Factors:

Semi-annual	.52000
Semi-annual-automatic	.51000
Quarterly	.27000
Quarterly-automatic	.26000
Monthly-automatic	.08750

The premiums for this policy are guaranteed to remain at the level of the initial annual premium for the Initial Premium Guarantee Period and will increase annually thereafter. The annual premium includes a $60.00 policy fee. The annual premiums will never exceed the Guaranteed Annual Premiums as shown on Page 4.

Table of Guaranteed Annual Premiums

Policy Year	Guaranteed Annual Premium	Policy Year	Guaranteed Annual Premium
1	$505.00	40	$57,240.00
2	505.00	41	63,120.00
3	505.00	42	69,750.00
4	505.00	43	77,460.00
5	505.00	44	86,415.00
6	505.00	45	96,450.00
7	505.00	46	107,640.00
8	505.00	47	119,805.00
9	505.00	48	132,690.00
10	505.00	49	146,760.00
11	505.00	50	162,405.00
12	505.00	51	179,805.00
13	505.00	52	198,945.00
14	505.00	53	219,630.00
15	505.00	54	241,620.00
16	505.00	55	264,690.00
17	505.00	56	287,670.00
18	505.00	57	310,290.00
19	505.00	58	333,990.00
20	505.00	59	358,980.00
21	8,790.00	60	385,305.00
22	9,780.00		
23	10,740.00		
24	11,700.00		
25	12,825.00		
26	14,190.00		
27	15,855.00		
28	17,790.00		
29	19,905.00		
30	22,110.00		
31	24,405.00		
32	26,730.00		
33	29,160.00		
34	31,725.00		
35	34,605.00		
36	37,965.00		
37	42,045.00		
38	46,815.00		
39	51,840.00		

The table above includes the guaranteed annual premiums for the benefits shown on Page 3 at time of issue and assumes the payment of annual premiums. Premiums may be paid more frequently than annually, but the total modal premium paid in a policy year will be greater than the annual premiums listed above.

Definitions

When these words are used in this policy, they have the meaning stated:

Application - The application which was signed by you requesting this policy.

Company (we, us, our) - Lincoln Benefit Life Company.

Expiry Date - The policy anniversary following the insured's 95th birthday. The expiry date is shown on the Policy Data pages.

In Force - The coverage provided by this policy is in effect.

Initial Premium Guarantee Period - The number of policy years that the initial premium for this policy is guaranteed.

Insured - The person whose life is covered by this policy as shown on the Policy Data pages.

Issue Age - The age of the insured at the time this policy was issued (issue date) determined by this insured's last birthday.

Issue Date - The date the policy is issued, as shown on the Policy Data pages. It is used to determine policy years and policy months in the policy.

Payment Class - The class into which the insured is placed, determined by our guidelines for providing insurance coverage.

Policy Anniversary - The same day and month as your issue date for each subsequent year your policy remains in force.

Policy Data - The pages of this policy which identify specific information about the insured and the benefits.

Policy Year - A twelve month period beginning on a policy anniversary.

Rider - An additional benefit we are providing.

You, Your - The person(s) having the rights of ownership defined in the policy.

Death Benefit

If the insured dies while this policy is in force, we will pay the death benefit when we have received due proof of death, subject to the terms and conditions of this policy. The death benefit will include the face amount as shown on the Policy Data pages. We will deduct any premium due for one month if death occurs during the grace period.

Beneficiary

Subject to the terms and conditions of this policy, the beneficiary will receive the death benefit when the insured dies and we have received due proof of death. The beneficiary is as stated in the application unless changed.

The two classes of beneficiaries are primary beneficiaries and contingent beneficiaries. Primary and contingent beneficiaries are individually and collectively referred to in this policy as "beneficiaries." The beneficiaries will receive the death benefit in the following order:

1. Primary beneficiary
2. Contingent beneficiary.

The primary beneficiary is the beneficiary(ies) who is first entitled to receive benefits under this policy upon the death of the insured. In order to receive the death benefit, the beneficiary must be living on the earlier of:

1. The day we receive due proof of the insured's death, or
2. The 15th day past the insured's death.

If the beneficiary does not survive the insured in accordance with these requirements, we will pay the death benefit as if the beneficiary were not living when the insured dies. If none of the named beneficiaries are living when the insured dies, the death benefit will be paid to you, if living, otherwise to your estate.

We will pay the death benefit to the beneficiaries according to the most recent written instructions we have accepted from you. We will pay the death benefit in equal shares to the named beneficiaries in the same class who are to share the funds if we do not receive any written instructions. If there is more than one beneficiary in a class and one of the beneficiaries predeceases the insured, the death benefit will be paid in equal shares to the surviving beneficiaries in that class.

You may change or add beneficiaries during the insured's lifetime by written request in a form satisfactory to us, unless you have designated an irrevocable beneficiary. You must file the request with us. Upon acceptance, the change will take effect on the date you signed the request, subject to any action we have taken before we accepted the change.

If you name one or more irrevocable beneficiaries, no change in the beneficiaries may be made without their consent. Inadvertent acceptance by us of beneficiary changes not consented to by the irrevocable beneficiaries shall not change the irrevocable beneficiaries.

No beneficiary has any rights in this policy until the insured dies.

Ownership

The insured is the owner if no other person is named in the application as owner. The owner controls the policy during the lifetime of the insured. Unless you provide otherwise, as owner, you may exercise all rights granted by the policy without the consent of anyone else. If the last named owner dies before the insured, then any contingent owner is the new owner. If no owner named in this policy is living, then the owner will be the estate of the last named owner.

You may name a new owner by written request in a form satisfactory to us. We may establish a limit on the maximum number of owners. You must file the request with us. Upon acceptance, it is effective as of the date you signed the request, subject to any action we have taken before we accepted it.

Assignment

You may assign this policy or an interest in it to another. You must do so in writing and file the assignment with us. No assignment is binding on us until we accept it. When we accept it, your rights and those of the beneficiary will be subject to the assignment. We are not responsible for the validity of any assignment you make.

Premium Payment

Premiums

The initial premium is shown on the Policy Data pages. To keep this policy in force during the lifetime of the insured, you must pay the premiums when they are due.

Premiums are to be made in advance with the first premium due on the issue date. The policy will not be in force before the first premium is received and all underwriting requirements have been completed.

We will refund the portion of any premium paid for any time past the policy month of the insured's death.

Premiums are payable to us. You may pay premiums more frequently than annually. If you pay premiums other than annually, the amount of premium will be calculated by multiplying the annual premium by the appropriate modal factor shown on the Policy Data pages.

Grace Period

If you do not make your premium payment by the due date, we will allow a grace period of 31 days from the premium due date. This policy will be in force during the grace period. We will send a written notice to the most recent address we have for you at least 31 days before the day the policy terminates. If you do not pay the premium by the end of the grace period, this policy will terminate as of the due date of the unpaid premium. When the policy terminates, it is no longer in force.

Reinstatement

If this policy terminates prior to the death of the insured, this policy may be reinstated provided you:

1. Request reinstatement prior to the expiry date and within five years of the due date of the first premium which was not paid. This request must be made to us.
2. Give us the proof we require that the insured is still insurable in the same payment class that the policy was issued according to our underwriting requirements.
3. Pay all overdue premiums, plus 6% interest per year, compounded annually.

The effective date of reinstatement will be the date we approve the request for reinstatement. When this policy is reinstated, a new two year contestable period will apply with respect to statements made in the application for reinstatement. The contestable period is explained in the Incontestability provision of this policy.

Conversion Right

Conversion of This Policy

Prior to the conversion date shown on the Policy Data pages, you may convert this policy to another policy insuring the life of the insured.

The conversion will be made on all of the following conditions:

1. This policy must be in force when you make the conversion.
2. The request for conversion must be written. The policy must be returned to us with the request.

3. The new policy selected by you must be a whole life policy, flexible premium adjustable life policy, or flexible premium variable life policy then sold by us and selected by us as a policy eligible for conversion from this policy. We will offer one or more such plans as eligible for conversion. The required annual premium for the new policy must be greater than the annual premium for this plan as of the date of the conversion.

4. The insured's age on the date of conversion must not be greater than the maximum issue age for the new policy.

5. The face amount of the new policy will not be greater than the face amount of this policy.

6. The issue date of the new policy will be the date of conversion, except for purposes of the Suicide or Self-Destruction and Incontestibility provisions, which will be calculated from the issue date of this policy.

7. The premium for the new policy will be based on the insured's sex, the most comparable payment class to this policy and the insured's age as of the issue date of the new policy. We will determine the payment class for the new policy. No new evidence of insurability will be required.

8. Any riders providing additional benefits in the event of disability or death will be made a part of the new policy only with our consent.

Coverage under this policy ends when coverage under the new policy begins. In no event will we provide coverage under both policies at the same time.

Conversion Allowance

If you convert this policy after the first policy year and within ten years of the issue date, we will give you a conversion allowance, as shown on the Policy Data pages. The conversion allowance must be applied to the first premium for the new policy. The conversion allowance is not available for conversions prior to the first policy anniversary.

Exchange Right

You may exchange this policy for a new policy on the same plan of insurance at any time after the initial premium guarantee period, subject to all of the following conditions:

1. This policy must be in force on the date of exchange;

2. You must submit evidence of insurability on the insured acceptable to us; and

3. The insured's age on the date of exchange must not be greater than the maximum issue age for this policy.

We will pay for the required evidence of insurability the first time you apply for exchange, whether we approve or deny the application. If we deny the application, we will only pay for the required evidence of insurability on a later application if we approve such later application.

When the evidence of insurability is approved, we will issue the new policy subject to all of the following conditions:

1. The issue date will be the date of exchange;

2. The issue age will be the insured's age on the date of exchange;

3. The face amount and the payment class will be determined based on the evidence of insurability provided.

4. The first premium for the new policy must be paid on the date of exchange;

5. Annual premium rates for the new policy will be those applicable to such policies on the date of exchange; and

6. The new policy may include any rider that is a part of this policy. Any rider is subject to the rules and premium rates in effect on the issue date of the new policy.

Coverage under this policy ends when coverage under the new policy begins. In no event will we provide coverage under both policies at the same time.

Other Terms of Your Policy

Our Contract With You

This policy, including any endorsements and riders, and the signed application are your entire contract with us. We issued this policy based upon your application and the premium payment made by you. A copy of the application is included.

We will not use any statements, except those made in the application, to challenge any claim or to void any liability under this policy. The statements made in the application will be treated as representations and not as warranties.

Only our officers have authority to change this policy. No agent may do this. Any change must be written.

When Coverage Starts

The issue date is the date when this policy becomes effective if the insured is then living, all underwriting requirements have been completed, and the first premium payment has been made. The premium due dates, policy years and policy anniversaries are determined by the issue date, as shown on the Policy Data pages.

Termination

This policy will terminate upon the earliest of the following events:

1. The date you make a written request to terminate this policy;
2. The date the insured dies;
3. The expiry date as shown on the Policy Data pages;
4. The date of termination for non-payment of premium;
5. The date of conversion; or
6. The date of exchange.

Misstatement of Age or Sex

If the insured's age or sex shown on the application has been misstated, any death benefit will be adjusted to the amount which the premium paid would have purchased at the correct age and sex.

Incontestability

We will not contest this policy after it has been in force during the lifetime of the insured for two years from its issue date except for failure to pay the premium required to keep this policy and its riders in force. The contestable period for the reinstatement of this policy or any riders will be measured during the lifetime of the insured for two years from the reinstatement date.

Suicide

If the insured dies by suicide while sane or insane within two years from the issue date of the policy:

1. We will only pay an amount equal to the premiums paid; and
2. The policy will terminate.

Conformity With State Law

This policy is subject to the laws of the state where the policy was delivered. If any part of the policy does not comply with the law, we will consider that part of the policy modified to comply with applicable state law.

Nonparticipating

This policy does not share in our profits or surplus earnings. We will pay no dividends on this policy.

Basis of Reserves

The reserves for this policy are equal to or greater than those required by law. A detailed statement of the method of computing reserves has been filed with the insurance department of the state in which the policy was delivered.

Settlement

The death benefit will be paid in one sum or applied to any settlement option we then provide. The one sum payment may be paid by a single payment or to a Secure Access account, if available. When we pay the proceeds, we may ask that this policy be returned to us. No surrenders or partial withdrawals are permitted after payments under a settlement option have started.

Settlement options will include:

1. We will pay a selected monthly income until the proceeds, with interest, are exhausted.
2. We will pay a monthly income, based upon the amount of proceeds, interest rate and the age and sex of the person or persons receiving the funds, for a selected period or the lifetime of the person or persons to whom the funds are being paid.

We guarantee that the rate of interest will not be less than 2%. We may pay interest in excess of the guaranteed rate. We will issue a supplementary contract setting forth the benefits to be paid and the rights of the beneficiary. Each election must include at least $5,000 of policy proceeds and must result in installment payments of not less than $50.

The tables shown below contain the guaranteed monthly payment per $1,000 of policy proceeds applied, which were calculated using the Annuity 2000 Mortality Tables and an annualized effective interest rate of 2%. For ages, guaranteed payment periods, combinations of sex, payment frequencies and annualized effective interest rates not shown in these examples, payment factors will be calculated on a basis consistent with the factors shown. The adjusted age of the beneficiary is used to determine the appropriate monthly payment factor to apply for the selected settlement option. The adjusted age is the actual age of the beneficiary(ies) on the settlement date, subtracted by two, reduced by one year for each six full calendar years between January 1, 2000 and the settlement date.

Application for Life Insurance

Lincoln Benefit Life Company, Lincoln, NE 68501

01T1883500
Bar Code Here
Home Office Use Only

Bar Code Here
Home Office Use Only

SECTION A — Primary Insured

If additional space is needed for any section, submit additional copies of this page.

1 Name (First, Middle, Last)		2. Birth Date (MM/DD/YYYY)	3. Birth State/Country
Brent M Rivers.		[redacted]	VA.
Street Address: 503 Kerri Cove Court Apt 206.		4. How long at this address? 3 month	5. Sex ☒M ☐F
City: Midlothian	State: VA Zip: 23113	6. Marital Status ☒Married ☐Single ☐Widowed ☐Divorced	
7. Home Phone Number (804) N/A.	8. Other Phone Number (757) 753-2272	9. Driver's License Number / State [redacted]	10. SSN/TIN [redacted]

11 Primary Beneficiary Name (First, Middle, Last)		12. % Share (if not equal)	13 Relationship to Primary Insured
Dawn L. Rivers		100	Spouse
Street Address: [redacted]		14. Birth Date (MM/DD/YYYY) [redacted]	15. SSN/TIN
City: York Town	State: VA Zip: [redacted]		

16. Other Beneficiary Name (First, Middle, Last) ☐ Primary ☐ Contingent		17 % Share (if not equal)	18. Relationship to Primary Insured
Street Address			
City	State Zip	19. Birth Date (MM/DD/YYYY)	20 SSN/TIN

SECTION B — Additional (AIR) or Joint Insured

1 Name (First, Middle, Last)		2. Birth Date (MM/DD/YYYY)	3. Birth State/Country
Street Address		4. How long at this address?	5. Sex ☐M ☐F
City	State Zip	6. Marital Status ☐Married ☐Single ☐Widowed ☐Divorced	
7 Home Phone Number ( )	8 Other Phone Number ( )	9. Driver's License Number / State	10 SSN/TIN

11 Primary Beneficiary Name (First, Middle, Last)		12. % Share (if not equal)	13. Relationship to AIR/Joint Insured
Street Address			
City	State Zip	14 Birth Date (MM/DD/YYYY)	15 SSN/TIN

16 Other Beneficiary Name (First, Middle, Last) ☐ Primary ☐ Contingent		17. % Share (if not equal)	18 Relationship to AIR/Joint Insured
Street Address			
City	State Zip	19 Birth Date (MM/DD/YYYY)	20. SSN/TIN

SECTION C — Children Proposed For Coverage Under Children's Rider

Must be insured's children, adopted children, or stepchildren age 17 or less.

1 Name (First, Middle, Last)	2. Birth Date (MM/DD/YYYY)	3. Age	4 Sex	5. SSN
			☐M ☐F	
			☐M ☐F	
			☐M ☐F	
			☐M ☐F	

Section D – Owner/Payor If Other Than The Primary Insured

1. Name (First, Middle, Last or Corporation Name) ☐ Owner ☐ Payor		2. Relationship to Primary Insured
Street Address	3. Home Phone Number ( )	4. Other Phone Number ( )
City State Zip	5. Birth Date (MM/DD/YYYY)	6. SSN/TIN

Section E – Citizenship

1. Are the following Parties U.S. Citizens? If No, complete below (if additional space is needed, use Agent Remarks/Special Instructions section):
- Primary Insured ☑ Yes ☐ No
- Additional Insured ☐ Yes ☐ No
- Beneficiary(ies) ☑ Yes ☐ No
- Children ☐ Yes ☐ No
- Owner(s) ☐ Yes ☐ No
- Payor(s) ☐ Yes ☐ No

Name	Party (e.g., "Owner")	Country
Permanent Resident Card Number (Attach copy if available.)	Visa Number and Type (Attach copy if available.)	

Section F – The Policy

1. Plan of Insurance/Product Type (Give full name)	2. Term Plan Duration	3. Base Face Amount	4. Death Benefit Option (UL Only)
True Term	20 Yrs	$ 500.000	

5. Benefits/Riders for Primary Insured (if available with plan)
_____ Amount/Units _____
_____ Amount/Units _____
_____ Amount/Units _____

6. Benefits/Riders for Additional Insured
☐ AIR Face Amount _____
_____ Amount _____
_____ Amount _____

7. Planned Modal Premium	8. Payment Mode (e.g., Quarterly, Annually, EFT, etc.) *Please attach required billing form.*
$	

Section G – Preliminary Health Information (If any questions in Section G are answered YES, complete application, but do not collect any money or issue a temporary insurance agreement)

Proposed Insured's Name and Details

1. In the past 10 years, has anyone proposed for insurance:
a. been charged with a felony? (If "yes" provide details including state, county and city of violation) ☐ Yes ☑ No
b. used, or been arrested for possession, sale or delivery of illegal drugs? ☐ Yes ☑ No
c. sought or received treatment or advice for use of cocaine, heroin, narcotics, hallucinogens or other mind-altering substances not prescribed by a Physician? ☐ Yes ☑ No
d. been diagnosed or treated by a Physician for heart attack, coronary artery disease, or stroke, or have been told they had any of these disorders? ☐ Yes ☑ No
e. been treated for or diagnosed with cancer other than basal cell skin cancer? ☐ Yes ☑ No
f. been diagnosed or treated by a Physician for Acquired Immune Deficiency Syndrome (AIDS) or have been told they have AIDS? ☐ Yes ☑ No

Section H – Other Insurance/Replacement Information

1. Does anyone proposed for this insurance now have any life insurance or annuity (includes personal, business or group life):
a. in force or application(s) pending in any company? (If Yes, list below) ☐ Yes ☑ No
b. which will be replaced, changed or borrowed against because of this application (circle applicable policy numbers)? ☐ Yes ☑ No
c. which will be part of a 1035 exchange because of this application? (1035 exchange of an annuity to life insurance is not allowed) ☐ Yes ☑ No

If a, b, or c is answered "Yes," give details below and submit appropriate replacement form and policy illustrations.

Person Covered	Company Name	Face Amount	ADB Amount	Date Applied (MM/YYYY)	Policy Number	Plan Type
Brett	Group.	$ 600.000	$	5-01		Group Term
		$	$			

Agent Remarks/Special Instructions

Application for Life Insurance Part 2

In continuation of application to:

[X] Lincoln Benefit Life Company, Lincoln, NE 68501

[ ] Allstate Life Insurance Company, Northbrook, IL 60062

Bar Code Here

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1. Proposed Insured's Name	2. SSN/TIN	3. Height	4. Weight
BRETT M RIVERS	[redacted]	6 Ft. 0 In.	185 Lbs.
5. Employer Name	**6. Occupation/Duties**		**7. Annual Income**
MICROSOFT	SALES		$ 175,000.00

8. Has the proposed insured ever used any tobacco or nicotine products?
- [ ] Yes, currently uses tobacco or a nicotine product(please complete question 9)
- [ ] Yes, has used tobacco or a nicotine product in the past 5 years, but does not currently(please complete question 10)
- [ ] Yes, has used tobacco or nicotine product, but not in the past 5 years
- [X] No, has never used any tobacco or nicotine product

9. Tobacco or nicotine products currently used:
- [ ] Cigarettes-Packs/Day
- [ ] Other
- Frequency

10. If the proposed insured used any tobacco or nicotine products in past 5 years:
- [ ] Type
- [ ] When Quit? (MM/YYYY)

Personal Data Questionnaire (to be completed for all primary insureds, additional insureds, and children)

PROVIDE DETAILS of "Yes" answers to the right of the corresponding question. IDENTIFY NAME OF PERSON (include children proposed for coverage under the Children's Rider). Provide diagnosis, dates, duration, names and addresses/telephone #'s of all medical professionals, and medical facilities. If known, also provide medical record or group membership number.

Proposed Insured's Name and Details

1. With regard to driving record:
   a. In the past 3 years, has the proposed insured had any moving violations? (If "yes," include the number and type of moving violations, in space provided) [ ] Yes [X] No
   b. In the past 5 years, has anyone proposed for insurance been convicted of driving under the influence, reckless driving or had their driver's license suspended or revoked? [ ] Yes [X] No
2. In the past 3 years, has the proposed insured:
   a. flown as a pilot or crew member of any aircraft? (If "yes" attach aviation supplement) [ ] Yes [X] No
   b. engaged in sky or scuba diving, vehicle racing, mountain climbing or rock climbing? (If "yes," attach applicable questionnaire) [ ] Yes [X] No
3. Has the proposed insured EVER had an application for life insurance declined, postponed, rated, or modified? (If "yes," provide details) [ ] Yes [X] No
4. Are there any proposed insureds who
   a. have lived in the U.S. less than 3 years. [ ] Yes [X] No
   b. plan to travel outside the U.S. in the next 2 years? (If "yes," attach Foreign Travel Questionnaire) [ ] Yes [X] No

5. Proposed Insured's Physician's Name (First and Last) -- If none, state "NONE"			8. Phone Number
DOCTOR PHILLIPS			757-594-4111
Street Address			**7. Date Last Seen** / **8. Reason**
12 BRUTON AVE			02/2008 / ANNUAL PHYSICAL
City	**State**	**Zip**	**9. Result**
NEWPORT NEWS	See	23601	NO ISSUES FOUND WITH PHYSICAL

State: VIRGINIA

Proposed Insured's Name and Details

1. Has the proposed insured EVER been diagnosed with, or sought treatment or advice for:
   a. high blood pressure or any disorder of heart or blood vessels? [ ] Yes [X] No
   b. cancer or tumor? [ ] Yes [X] No
   c. dependency on or addiction to alcohol or any drug? [ ] Yes [X] No
2. In the past 10 years, has the proposed insured been diagnosed with, or sought treatment or advice for:
   a. epilepsy or seizures, disorder of brain or nervous system, mental or nervous disorder? [X] Yes [ ] No

Proposed Insured's Name and Details

EPILEPSY OR SEIZURES? NO
MENTAL OR NERVOUS DISORDER? YES
Diagnosis: DEPRESSION
Initial symptoms: DEPRESSED MOOD- NOT FEELING LIKE SELF

Bar Code Here

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Permit to Obtain and Disclose Certain Data

A The Company checked on page one of this application (hereby referred to as "The Insurance Company"), its reinsurers, and consumer reporting agencies may get data about my health, prescription medication history, and related information, mode of living (except as may be related directly or indirectly to sexual orientation), avocations, and any other medical or non-medical information. I understand that the information obtained by use of this authorization will be used to determine eligibility for insurance and/or benefits, or for The Insurance Company to determine its obligations under the policy issued in connection with this application

B Any doctor, practitioner, medical or medically related facility, Pharmacy Benefit Managers, the Veterans Administration, the Medical Information Bureau, Inc (MIB, Inc), viatical settlement company, employer, consumer reporting agency, insurance company or any other person or entity which has such data about me may give such data to The Insurance Company and its reinsurers when this permit or a copy of it is shown. All sources but the MIB, Inc, may give such data to agencies that The Insurance Company has hired to retrieve the information. The information as provided herein pursuant to the authorization will not be redisclosed unless authorized by you or otherwise required by law. Covered Entities, as defined by the Health Insurance Portability and Accountability Act of 1996, may not condition treatment, payment, enrollment, or eligibility for benefits on whether this Permit is signed

C Any request by The Insurance Company for medical records, is on my behalf; the information must be provided within any requirements imposed by applicable state statutes governing patient access to medical records

D. Data about mental illness, alcoholism, sexually transmitted diseases, and the use of drugs are to be included.

E The Insurance Company or its reinsurers may make a brief report about me to the MIB, Inc

F This permit is good for 30 months after it is signed

G The Insurance Company may obtain an investigative consumer report ("inspection report") on me.
☐ I want to be interviewed if such a report is obtained

H. I have read this permit and know I or my authorized representative may request a copy of it. I may revoke this authorization by writing to The Insurance Company. I also have received the IMPORTANT INFORMATION REGARDING MEDICAL EXAMS, NOTICE REGARDING MIB, INSURANCE INFORMATION PRACTICES, NOTICE UNDER THE FAIR CREDIT REPORTING ACT and other IMPORTANT INFORMATION.

Declarations

A I (each undersigned) declare that all answers written on this application are full and correct to the best of my knowledge and belief. The Insurance Company is not presumed to know any information not in this application

B The Insurance Company may add to or correct the application on an addendum page immediately following the application. Any changes are agreed to if the policy issued is accepted by me (us), but written agreement will be obtained from me for any change in insurance amount, plan, benefits, payment class or age at issue

C Insurance will start only as provided in the Receipt and Temporary Insurance Agreement issued in connection with this application. If no receipt is issued or if insurance under it has stopped and not started again, no insurance will start by reason of the application until the policy is delivered and the first premium paid in full. No insurance will start if at that time the health of all proposed insureds is not as described in the application

D I acknowledge that I have read and understand this application, including the IMPORTANT INFORMATION REGARDING MEDICAL EXAMS, NOTICE REGARDING MIB, INSURANCE INFORMATION PRACTICES, NOTICE UNDER THE FAIR CREDIT REPORTING ACT AND OTHER IMPORTANT INFORMATION. I ACKNOWLEDGE RECEIPT OF THESE NOTICES

E Only an officer of The Insurance Company may change this application or waive a right or requirement. No agent may do this.

ALL QUESTIONS WERE ASKED OF ME AND, IF APPLICABLE, THE ADDITIONAL/JOINT INSURED AND PARENTS OF ANY CHILDREN LISTED ON THIS APPLICATION I (WE) HAVE READ ALL INFORMATION BEFORE SIGNING

I UNDERSTAND THAT I HAVE APPLIED FOR INSURANCE WITH:
Lincoln Benefit Life Company

I declare that the answers written above are full and correct to the best of my knowledge and belief. I understand and agree that the statements above, along with the application, will be the basis for any insurance issued.

Under penalties of perjury, I certify that:
1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien). The Internal Revenue Service does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

Sign Here

Signature(s) of Owner(s) — Signed at (City, State): Richmond, VA — Date (MM/DD/YYYY): 8-11-08

Title if Owner is a Business or Other Organization — Signature of Primary Insured

Signature of Agent — Signature of Additional/Joint Insured

Signature of Parent/Legal Guardian (If ANY insured is under age 15)

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Additional Personal Data Questionnaire

Date diagnosed: 05/2008
Any medications? YES
Medication: ZOLOFT
Dose/frequency: 100 MILLIGRAMS ONE TIME PER DAY
Other treatment? YES
Treatment details: GOING TO A COUNSELOR - ONCE EVERY 2 WEEKS
Treatment advised but not completed? NO
Ever hospitalized for this? NO
Ever received outpatient treatment? YES
Date of last treatment: 08/2008
Regular duties/activities restricted in any way? NO
Any suicidal thought/attempted suicide? NO
Doctor/counselor name: DR. MIKE HUPPERT; 7578741676; 12725 MCMANUS BLVD.BLD 2 STE G; NEWPORT NEWS, VA 23602
Last visit: 08/2008

b. diabetes? ☐ Yes ☒ No

c. asthma, emphysema, or other lung disorder? ☐ Yes ☒ No

d. any disorder of digestive tract, liver or pancreas? ☐ Yes ☒ No

e. anemia or other disorder of blood or blood cells? ☐ Yes ☒ No

f. disorder of kidneys or reproductive organs? ☐ Yes ☒ No

g. arthritis or disorder of bones, skin or muscle? ☐ Yes ☒ No

3. Other than previously disclosed, in the past 5 years, has anyone proposed for insurance:
a. had a checkup, consultation, hospitalization, illness, surgery, or medical or diagnostic test? ☐ Yes ☒ No

b. been advised to have a medical consultation, diagnostic test, or surgery that HAS NOT been done? ☐ Yes ☒ No

4. Is the proposed insured taking any prescription or over-the-counter medications, herbs, supplements, or alternative medications other than listed above? ☐ Yes ☒ No

5. Have you been told that any insurance company paramedical or MD exams are required? ☒ Yes ☐ No

6. Does the proposed insured have a family history of heart disorder, stroke or cancer beginning before age 65 in any natural parent or sibling? (If "yes," complete table below.) ☐ Yes ☒ No

Name of Parent/Sibling	Relationship to Insured	Disorder	Age at Onset	Age at Death	Cause of Death	Age if Living

Additional Personal Data Questionnaire (continued)

Juvenile Insurance

1. If proposed insured is under 18 years of age, please provide the amount of proposed or in force coverage on:

   a. mother (If mother is uninsurable or deceased, please indicate.) $ _____

   b. father (If father is uninsurable or deceased, please indicate.) $ _____

   c. is the total insurance coverage in force and applied for equal for all siblings? ☐ Yes ☐ No If no, provide details _____

I declare that the answers written above are full and correct to the best of my knowledge and belief. I understand and agree that the statements above, along with the application, will be the basis for any insurance issued.

Sign Here

Signature(s) of Owner(s) — Signed at (City, State) — Date (MM/DD/YYYY)

Electronic Audio Signature on File
Signature of Primary Insured

Signature(s) of Parent/Legal Guardian (If ANY insured is under age 15) — Signature of Additional/Joint Insured

Life Income with Guaranteed Payment Period:

Beneficiary's Adjusted Age	Monthly Installment					
	10 Year Certain		15 Year Certain		20 Year Certain	
	Male	Female	Male	Female	Male	Female
55	$3.86	$3.58	$3.80	$3.55	$3.70	$3.49
56	3.95	3.65	3.88	3.62	3.77	3.56
57	4.04	3.73	3.96	3.69	3.84	3.62
58	4.13	3.82	4.04	3.77	3.90	3.69
59	4.23	3.90	4.13	3.85	3.97	3.76
60	4.34	4.00	4.22	3.93	4.04	3.83
61	4.45	4.09	4.31	4.02	4.11	3.90
62	4.56	4.20	4.41	4.11	4.18	3.98
63	4.69	4.31	4.51	4.21	4.25	4.05
64	4.82	4.42	4.61	4.31	4.31	4.13
65	4.95	4.54	4.71	4.41	4.38	4.20
66	5.09	4.67	4.81	4.52	4.45	4.28
67	5.24	4.80	4.92	4.63	4.51	4.35
68	5.39	4.95	5.03	4.74	4.57	4.42
69	5.54	5.10	5.13	4.85	4.62	4.49
70	5.71	5.26	5.24	4.97	4.68	4.56
71	5.87	5.42	5.34	5.09	4.73	4.62
72	6.04	5.60	5.44	5.20	4.77	4.68
73	6.22	5.78	5.54	5.32	4.81	4.74
74	6.39	5.96	5.63	5.43	4.85	4.79
75	6.57	6.16	5.72	5.54	4.88	4.83
76	6.75	6.36	5.80	5.65	4.91	4.87
77	6.93	6.56	5.88	5.75	4.94	4.90
78	7.11	6.77	5.96	5.84	4.96	4.93
79	7.29	6.97	6.02	5.92	4.98	4.95
80	7.46	7.17	6.08	6.00	4.99	4.97
81	7.63	7.37	6.14	6.07	5.00	4.99
82	7.79	7.57	6.18	6.13	5.01	5.00
83	7.95	7.75	6.23	6.18	5.02	5.01
84	8.09	7.93	6.26	6.23	5.03	5.02
85	8.23	8.09	6.29	6.27	5.03	5.03
86	8.35	8.24	6.32	6.30	5.04	5.03
87	8.47	8.37	6.34	6.33	5.04	5.04
88	8.57	8.49	6.36	6.35	5.04	5.04
89	8.67	8.60	6.38	6.37	5.04	5.04
90	8.76	8.70	6.39	6.38	5.04	5.04

Guaranteed Payment Period:

No. of Years	Monthly Payment	No. of Years	Monthly Payment
1	$84.09	11	$8.42
2	42.46	12	7.80
3	28.59	13	7.26
4	21.65	14	6.81
5	17.49	15	6.42
6	14.72	16	6.07
7	12.74	17	5.77
8	11.25	18	5.50
9	10.10	19	5.26
10	9.18	20	5.04